

§ 45-36.10. Content and effect of satisfaction.

- (a) A document is a satisfaction of a security instrument if it does all of the following:
 - (1) Identifies the type of security instrument, the original parties to the security instrument, the recording data for the security instrument, and the office in which the security instrument is recorded.
 - (2) States that the person signing the satisfaction is the secured creditor.
 - (3) Reserved.
 - (4) Contains language terminating the effectiveness of the security instrument.
 - (5) Is signed by the secured creditor and acknowledged as required by law for a conveyance of an interest in real property.
- (b) The register of deeds shall accept for recording a satisfaction of a security instrument, unless one of the following applies:
 - (1) The document is submitted by a method or in a medium not authorized for registration by the register of deeds under applicable law.
 - (2) The document is not signed by the secured creditor and acknowledged as required by law for a conveyance of an interest in real property. The register of deeds shall not be required to verify or make inquiry concerning (i) the truth of the matters stated in any satisfaction document, or (ii) the authority of the person executing any satisfaction document to do so.
- (c) Unless the satisfaction expressly states that the underlying obligation secured by the security instrument has been extinguished and the underlying note or other instrument evidencing the obligation has been cancelled, the recording of a satisfaction of a security instrument does not by itself extinguish any liability of a person for payment or performance of the secured obligation. (2005-123, s. 1; 2015-56, s. 1.)